

07-0175-00
THE DANA COMPANY
12345 UNIVERSITY AVE STE 300
DES MOINES IA 50325

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

PO BOX 30660 • LANSING, MI 48909-8160

Agency phone: (515) 224-4391

OWNERS INSURANCE COMPANY

06-06-2024

You can view your policy, pay your bill, or change your paperless options at any time online at www.auto-owners.com.

ADDITIONAL WAYS TO PAY YOUR BILL

Pay Online

www.auto-owners.com

Pay My Bill

Pay by Phone
1-800-288-8740

Pay by Mail

AUTO-OWNERS INSURANCE
PO BOX 740312
CINCINNATI, OH 45274-0312

VALLEY GREEN TOWNHOMES OWNERS
C/O MARGO KENDRICK
204 9TH ST
WEST DES MOINES IA 50265-4537

RE: Policy 44-631-795-00

Billing Account 100101896

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have. If you have questions your agent is unable to answer, please contact us at 517.323.1200.

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages and rates. In addition, Auto-Owners also offers many billing options. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company, program, and billing option may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of six property and casualty companies and a life insurance company.

Serving Our Policyholders and Agents Since 1916

NOTICE OF PRIVACY PRACTICES

What We Do To Protect Your Privacy

At Auto-Owners Insurance Group*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting www.auto-owners.com, and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at www.auto-owners.com/privacy.

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to www.auto-owners.com. The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

How Long We Retain Your Information

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

Changes to the Privacy Policy

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at www.auto-owners.com/privacy or by contacting us.

Contact Us

Auto-Owners Insurance Company
Phone: 844-359-4595 (toll free)
Email: privacyrequest@aoins.com

*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

Policy Number: 44-631-795-00
Insurance Company: OWNERS INS. CO.
Renewal Effective Date: 07-22-2024

Dear Policyholder,

Thank you for choosing us for your insurance needs. Your policy is set to renew on the renewal effective date shown above. This letter gives you advance notice of change(s) as listed below:

Your renewal premium will be \$5,701.75 or \$5,131.59 if Paid in Full discount applies.
(Calculated changes are based on your current policy information. Your actual premium could vary if the information on file is incorrect or if your needs and renewal coverages change.)

This notice is for informational purposes only. Your policy contains the specific terms and conditions of coverage.

If you have any questions regarding your policy or this notice, please contact your Auto-Owners Insurance agency.

NOTICE TO POLICYHOLDER
Adjusted Value Factor Inflation Guard Coverage

Dear Policyholder:

This notice is for informational purposes only.

Effective upon the renewal of your policy, form 54239, BUILDING AND BUSINESS PERSONAL PROPERTY - AUTOMATIC INCREASE, will be replaced with form 54098, ADJUSTED VALUE FACTOR INFLATION GUARD COVERAGE. Form 54098 will continue to automatically increase your Building and Business Personal Property coverages throughout the policy period based on inflation.

This change may result in a reduction of the amount by which your coverage limits will increase on an annual basis. Please review this new endorsement and your policy carefully. If you have questions concerning your renewal, please contact your Auto-Owners agency.

Thank you for the opportunity to provide insurance coverage for your commercial business.

NOTIFICATION OF POSSIBLE CHANGES IN COVERAGE FOR TERRORISM

Dear Policyholder:

The Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) will expire on December 31, 2027 unless the Federal government extends the Act. What this means to you is the following:

1. Subject to policy terms and conditions, the enclosed policy will provide insurance coverage for certified acts of terrorism as defined in the Act only until December 31, 2027.
2. A conditional endorsement entitled, Conditional Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act) is enclosed. This conditional endorsement will only apply if the Act is not extended or if the Act is revised to increase statutory deductibles, decrease the federal government's share in potential losses above the statutory deductibles, change the levels, terms or conditions of coverage and we are no longer required to make terrorism coverage available and elect not to do so. It will not apply if the Act is simply extended.
3. The conditional endorsement will provide coverage for an incident of terrorism pursuant to the terms and conditions of the policy only if the incident does not involve nuclear, biological or chemical material.
4. A premium charge for the conditional endorsement will be applied effective January 1, 2028. The premium will be pro rated for the remainder of the policy term and is one-half of the current premium charge appearing in the Declarations for TERRORISM - CERTIFIED ACTS. However, it will only be made if the Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) is not extend. Revised Declarations will be mailed to you after January 1, 2028.
5. If the Act is extended without any revision, the enclosed policy will continue to provide coverage for certified acts of terrorism. The conditional endorsement will not be activated and the changes in coverage or premium referenced above will not apply.
6. If the Act is extended with revisions or is replaced, and we are required or elect to continue to offer coverage for certified acts of terrorism, we may amend this policy in accordance with the provisions of the revised Act or its replacement.

This notice is for informational purposes only.

If you have any questions concerning your policy or this notice, please contact your Auto-Owners agency.

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

BUSINESSOWNERS POLICY DECLARATIONS

AGENCY THE DANA COMPANY
07-0175-00 MKT TERR 030 (515) 224-4391

Renewal Effective 07-22-2024

POLICY NUMBER 44-631-795-00

INSURED VALLEY GREEN TOWNHOMES OWNERS
C/O MARGO KENDRICK

Company Use 39-57-IA-0307

ADDRESS 204 9TH ST
WEST DES MOINES IA 50265-4537

Company
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
to	
07-22-2024	07-22-2025

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

54643 (01-90)

Entity: Condominium Association

PROPERTY COVERAGES - ALL DESCRIBED LOCATIONS

COVERAGE	DEDUCTIBLE	LIMIT	PREMIUM	CHANGE
SPECIAL COVERAGE FORM TERRORISM - CERTIFIED ACTS			\$45.90	

BUSINESS LIABILITY PROTECTION

COVERAGE	LIMIT	PREMIUM	CHANGE
AGGREGATE LIMIT (Other than Products - Completed Operations)	\$2,000,000	\$922.62	
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIABILITY AND MEDICAL EXPENSE	\$1,000,000	Included	
Medical Expense - Per Person	\$5,000	Included	
Personal Injury	Included	Included	
TENANTS FIRE LEGAL - ANY ONE FIRE	\$50,000	Included	
ASSOCIATION DIRECTORS & OFFICERS EACH OCCURRENCE	\$1,000,000	\$132.33	
ASSOCIATION DIRECTORS & OFFICERS AGGREGATE	\$1,000,000	Included	
TERRORISM - CERTIFIED ACTS		\$10.55	

Forms that apply to all locations:

54521 (07-12)	BP0002 (01-87)	BP0006 (01-87)	54961 (11-11)	BP0009 (01-87)
54679 (12-20)	54709 (04-10)	54098 (05-07)	54319 (04-20)	54867 (03-08)
54656 (08-91)	54088 (09-09)	64728 (02-14)	54383 (02-12)	64776 (01-16)
64839 (07-19)	64855 (04-20)	64866 (12-20)	54254 (04-02)	54617 (02-08)

LOCATION 0001

Location: 200-204-208-212-216 9Th St, West Des Moines, IA 50265

COVERAGE	DEDUCTIBLE	LIMIT	PREMIUM	CHANGE
TERRORISM - CERTIFIED ACTS SEE FORM(S) 54309, 59350, 59390 Total Building Blanket Limit of Insurance		\$816,800		

OWNERS INS. CO.

Issued 06-06-2024

AGENCY THE DANA COMPANY
07-0175-00 MKT TERR 030

Company POLICY NUMBER 44-631-795-00
Bill 39-57-IA-0307

INSURED VALLEY GREEN TOWNHOMES OWNERS

Term 07-22-2024 to 07-22-2025

Forms that apply to this location:

IL0276 (06-89) 54094 (11-19) 54238 (12-01) 54244 (05-07) 54309 (09-19)
54321 (11-05) 54366 (04-08) 54604 (07-88) 54661 (08-91) 54991 (12-11)
59350 (01-15)

LOCATION 0001 - BUILDING 0001

COVERAGE	DEDUCTIBLE	LIMIT	PREMIUM	CHANGE
BUILDING - REPLACEMENT COST - BLANKET	\$2,500*	\$756,100	\$1,846.56	
Special Coverage Form Deductible	\$2,500	Included		
Windstorm or Hail Flat Deductible	\$2,500	Included		
BUILDING GLASS COVERAGE	\$250	See Form	Included	
BUSINESS INCOME AND EXTRA EXPENSE		12 Months	Included	
LIMITATION OF COVERAGE FOR FUNGI, MOLD, DRY ROT, AND WET ROT		See Form	Included	
EQUIPMENT BREAKDOWN	\$2,500	See Form	\$71.78	
* This deductible will apply separately to each building.				

Forms that apply to this building:

54965 (05-11) 54658 (04-07) 54606 (01-90) 54841 (03-17)

Secured Interested Parties: None

Rating Information

Occupancy: 5 Unit Condominium

Class Code: 65144

Program: Premier Condominium

Liability Rate Number: 00

Burglary Rate Group: 00

Construction: Frame, Non-Sprinklered

Protection Class: 02

Territory: 003 Polk County

Construction Year: 1999

LOCATION 0001 - BUILDING 0002

COVERAGE	DEDUCTIBLE	LIMIT	PREMIUM	CHANGE
BUILDING - REPLACEMENT COST - BLANKET	\$2,500*	\$36,400	\$158.64	
Special Coverage Form Deductible	\$2,500	Included		
Windstorm or Hail Flat Deductible	\$2,500	Included		
BUILDING GLASS COVERAGE	\$250	See Form	Included	
BUSINESS INCOME AND EXTRA EXPENSE		12 Months	Included	
LIMITATION OF COVERAGE FOR FUNGI, MOLD, DRY ROT, AND WET ROT		See Form	Included	
EQUIPMENT BREAKDOWN	\$2,500	See Form	Included	
* This deductible will apply separately to each building.				

Forms that apply to this building:

54965 (05-11) 54658 (04-07) 54606 (01-90) 54841 (03-17)

Secured Interested Parties: None

OWNERS INS. CO.

Issued 06-06-2024

AGENCY THE DANA COMPANY
07-0175-00 MKT TERR 030

Company POLICY NUMBER
Bill 44-631-795-00
39-57-IA-0307

INSURED VALLEY GREEN TOWNHOMES OWNERS

Term 07-22-2024 to 07-22-2025

Rating Information

Occupancy: 5 Unit Condominium

Class Code: 65144

Program: Premier Condominium

Liability Rate Number: 00

Burglary Rate Group: 00

Construction: Frame, Non-Sprinklered

Protection Class: 02

Territory: 003 Polk County

Construction Year: 1999

LOCATION 0001 - BUILDING 0003

COVERAGE	DEDUCTIBLE	LIMIT	PREMIUM	CHANGE
BUILDING - REPLACEMENT COST - BLANKET	\$2,500*	\$24,300	\$105.91	
Special Coverage Form Deductible	\$2,500	Included		
Windstorm or Hail Flat Deductible	\$2,500	Included		
BUILDING GLASS COVERAGE	\$250	See Form	Included	
BUSINESS INCOME AND EXTRA EXPENSE		12 Months	Included	
LIMITATION OF COVERAGE FOR FUNGI, MOLD, DRY ROT, AND WET ROT		See Form	Included	
EQUIPMENT BREAKDOWN	\$2,500	See Form	Included	
* This deductible will apply separately to each building.				

Forms that apply to this building:

54965 (05-11) 54658 (04-07) 54606 (01-90) 54841 (03-17)

Secured Interested Parties: None

Rating Information

Occupancy: 5 Unit Condominium

Class Code: 65144

Program: Premier Condominium

Liability Rate Number: 00

Burglary Rate Group: 00

Construction: Frame, Non-Sprinklered

Protection Class: 02

Territory: 003 Polk County

Construction Year: 1999

LOCATION 0002

Location: 901-905-909-913-917-921 Maple St, West Des Moines, IA 50265

COVERAGE	DEDUCTIBLE	LIMIT	PREMIUM	CHANGE
TERRORISM - CERTIFIED ACTS				
SEE FORM(S) 54309, 59350, 59390				
Total Building Blanket Limit of Insurance		\$968,100		

Forms that apply to this location:

IL0276 (06-89) 54094 (11-19) 54238 (12-01) 54244 (05-07) 54309 (09-19)
54321 (11-05) 54366 (04-08) 54604 (07-88) 54661 (08-91) 54991 (12-11)
59350 (01-15)

OWNERS INS. CO.

Issued 06-06-2024

AGENCY THE DANA COMPANY
07-0175-00 MKT TERR 030

Company POLICY NUMBER 44-631-795-00
Bill 39-57-IA-0307

INSURED VALLEY GREEN TOWNHOMES OWNERS

Term 07-22-2024 to 07-22-2025

LOCATION 0002 - BUILDING 0001

COVERAGE	DEDUCTIBLE	LIMIT	PREMIUM	CHANGE
BUILDING - REPLACEMENT COST - BLANKET	\$2,500*	\$907,400	\$2,063.75	
Special Coverage Form Deductible	\$2,500	Included		
Windstorm or Hail Flat Deductible	\$2,500	Included		
BUILDING GLASS COVERAGE	\$250	See Form	Included	
BUSINESS INCOME AND EXTRA EXPENSE		12 Months	Included	
LIMITATION OF COVERAGE FOR FUNGI, MOLD, DRY ROT, AND WET ROT		See Form	Included	
EQUIPMENT BREAKDOWN	\$2,500	See Form	\$79.16	
* This deductible will apply separately to each building.				

Forms that apply to this building:

54965 (05-11) 54658 (04-07) 54606 (01-90) 54841 (03-17)

Secured Interested Parties: None

Rating Information

Occupancy: 6 Unit Condominium

Class Code: 65144

Program: Premier Condominium

Liability Rate Number: 00

Burglary Rate Group: 00

Construction: Frame, Non-Sprinklered

Protection Class: 02

Territory: 003 Polk County

Construction Year: 1999

LOCATION 0002 - BUILDING 0002

COVERAGE	DEDUCTIBLE	LIMIT	PREMIUM	CHANGE
BUILDING - REPLACEMENT COST - BLANKET	\$2,500*	\$36,400	\$158.64	
Special Coverage Form Deductible	\$2,500	Included		
Windstorm or Hail Flat Deductible	\$2,500	Included		
BUILDING GLASS COVERAGE	\$250	See Form	Included	
BUSINESS INCOME AND EXTRA EXPENSE		12 Months	Included	
LIMITATION OF COVERAGE FOR FUNGI, MOLD, DRY ROT, AND WET ROT		See Form	Included	
EQUIPMENT BREAKDOWN	\$2,500	See Form	Included	
* This deductible will apply separately to each building.				

Forms that apply to this building:

54965 (05-11) 54658 (04-07) 54606 (01-90) 54841 (03-17)

Secured Interested Parties: None

Rating Information

Occupancy: 6 Unit Condominium

Class Code: 65144

Program: Premier Condominium

Liability Rate Number: 00

Burglary Rate Group: 00

Construction: Frame, Non-Sprinklered

Protection Class: 02

Territory: 003 Polk County

Construction Year: 1999

OWNERS INS. CO.

Issued 06-06-2024

AGENCY THE DANA COMPANY
07-0175-00 MKT TERR 030

Company POLICY NUMBER 44-631-795-00
Bill 39-57-IA-0307

INSURED VALLEY GREEN TOWNHOMES OWNERS

Term 07-22-2024 to 07-22-2025

LOCATION 0002 - BUILDING 0003

COVERAGE	DEDUCTIBLE	LIMIT	PREMIUM	CHANGE
BUILDING - REPLACEMENT COST - BLANKET	\$2,500*	\$24,300	\$105.91	
Special Coverage Form Deductible	\$2,500	Included		
Windstorm or Hail Flat Deductible	\$2,500	Included		
BUILDING GLASS COVERAGE	\$250	See Form	Included	
BUSINESS INCOME AND EXTRA EXPENSE		12 Months	Included	
LIMITATION OF COVERAGE FOR FUNGI, MOLD, DRY ROT, AND WET ROT		See Form	Included	
EQUIPMENT BREAKDOWN	\$2,500	See Form	Included	
* This deductible will apply separately to each building.				

Forms that apply to this building:

54965 (05-11) 54658 (04-07) 54606 (01-90) 54841 (03-17)

Secured Interested Parties: None

Rating Information

Occupancy: 6 Unit Condominium

Class Code: 65144

Program: Premier Condominium

Liability Rate Number: 00

Burglary Rate Group: 00

Construction: Frame, Non-Sprinklered

Protection Class: 02

Territory: 003 Polk County

Construction Year: 1999

	TERM	CHANGE
TOTAL POLICY PREMIUM	\$5,701.75	
PAID IN FULL DISCOUNT	\$570.16	
TOTAL POLICY PREMIUM IF PAID IN FULL	\$5,131.59	

Paid In Full does not apply to fixed fees, statutory charges, or minimum premium.

Paid In Full Discount is available.

Merit Rating Discount of 8% Applies

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSIONS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE BUSINESSOWNERS LIABILITY COVERAGE FORM.

It is agreed:

A. The following exclusions are added to section **1.** of **B. EXCLUSIONS:**

- 1.** "Bodily injury" or "property damage" arising out of, in whole or in part, the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria, whether airborne or not, on or within a building or structure, including its contents. This exclusion applies whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- 2.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person, entity or governmental authority.

These exclusions do not apply to any "fungi" or bacteria that are on, or are contained in, a good or product intended for human consumption.

B. The following exclusions are added to section **1.** paragraph **p.** of **B. EXCLUSIONS:**

- 1.** Arising out of, in whole or in part, the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria, whether airborne or not, on or within a building or structure, including its contents. This exclusion applies whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- 2.** For any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person, entity or governmental authority.

C. The following definition is added to **F. LIABILITY AND MEDICAL EXPENSE DEFINITIONS:**

"Fungi" means any type or form of fungus, including but not limited to, any mold, mildew, mycotoxins, spores, scents or byproducts produced or released by any type or form of fungus.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES - ACTUAL CASH VALUE AND DEPRECIATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS STANDARD PROPERTY COVERAGE FORM
BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

Wherever it appears in this Coverage Form and any endorsement attached to this Coverage Form:

1. Actual cash value means the cost to repair or replace lost or damaged property with property of similar quality and features reduced by the amount of depreciation applicable to the lost or damaged property immediately prior to the loss.
2. Depreciation means a decrease in value because of age, wear, obsolescence or market value and includes:
 - a. The cost of materials, labor and services;

- b. Any applicable taxes; and
- c. Profit and overhead necessary to repair, rebuild or replace lost or damaged property.

The meanings of actual cash value and depreciation in this endorsement supersede any provision in this Coverage Form and any endorsement attached to the Coverage Form to the contrary.

All other policy terms and conditions apply.

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
AND
IMPORTANT INFORMATION REGARDING TERRORISM RISK
INSURANCE COVERAGE**

It is agreed:

1. With respect to any one or more certified acts of terrorism, we will not pay any amounts for which we are not responsible because of the application of any provision which results in a cap on our liability for payments for terrorism losses in accordance with the terms of the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).
2. Certified act of terrorism means any act certified by the Secretary of the Treasury, in consultation with:
 - a. the Secretary of Homeland Security; and
 - b. the Attorney General of the United Statesto be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).
3. Under the federal Terrorism Risk Act of 2002 (including ensuing Congressional actions pursuant to the Act) a terrorist act may be certified:
 - a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed \$5 million; and
 - b. (1) if the act of terrorism is:
 - a) a violent act; or
 - b) an act that is dangerous to human life, property or infrastructure; and(2) if the act is committed:
 - a) by an individual or individuals as part of an effort to coerce the civilian population of the United States; or
 - b) to influence the policy or affect the conduct of the United States government by coercion.

All other policy terms and conditions apply.

IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act (including ensuing Congressional actions pursuant to the Act) defines an act of terrorism, to mean any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States to be (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) to have resulted in damage within the United States or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

Subject to the policy terms and conditions, this policy provides insurance coverage for acts of terrorism as defined in the Act.

Any coverage for certain commercial lines of property and casualty insurance provided by your policy for losses caused by certified acts of terrorism are partially paid by the federal government under a formula established by federal law. Under this formula, the government will reimburse us for 85% of such covered losses that exceed the statutory deductible paid by us. However, beginning January 1, 2016 the share will decrease 1% per calendar year until it equals 80%. **You should also know that in the event aggregate insured losses exceed \$100 billion during any year the Act is in effect, then the federal government and participating United States insurers that have met their insurer deductible shall not be liable for the payment of any portion of that amount of the loss that exceeds \$100 billion. In the event that aggregate insured losses exceed \$100 billion annually, no additional claims will be paid by the federal government or insurers.** This formula is currently effective through December 31, 2020 unless extended.

The premium charge, if any, for this coverage is shown separately on the attached Declarations page. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.

Please contact us if you would like to reject coverage for certified acts of terrorism.